



To:
From: 5J Logistics Services LLC.

5J Logistic Services LLC. appreciates and understands our Carriers. Without your drivers we would not be in business. We know treating carriers fairly will ultimately determine how you respond to our needs for a truck. It's of significant importance that we build a positive business relationship by treating you fairly and, paying for your services in a responsible timely manner.

To be qualified to carry freight for us, your safety must meet certain criteria and, the following documents must be returned and approved.

- **Copy of your authority (Requirement is at least 12 months of active authority)**
- **Certificate of Insurance (Must show a minimum of \$1,000,000 General or Auto Liability coverage and \$100,000 Cargo Coverage.**
- **Completed W-9**
- **Certificate Holder must be listed as: 5J Logistic Services LLC. - 5J Logistic Services LLC.**
- **20475 State Hwy 249 Suite 450 Houston, TX 77070**
- **Notice of Assignment (if you are factoring)**
- **ACH - Fund Transfer Authorization (Optional)**
- **Payment Terms Form**
- **Signed 6-page Carrier Broker Agreement – Initial each page and sign.**

Thank you for your interest in becoming an approved carrier for 5J Logistic Services LLC.



4090 N US HWY 79
PALESTINE, TX 75801
903-723-0253 (phone)
903-729-2051 (fax)
Federal ID# 27-1433438

Business References:

COMPANY NAME:	
ADDRESS:	
CITY / STATE / ZIP:	
PHONE:	FAX:
CONTACT:	

COMPANY NAME:	
ADDRESS:	
CITY / STATE / ZIP:	
PHONE:	FAX:
CONTACT:	

COMPANY NAME:	
ADDRESS:	
CITY / STATE / ZIP:	
PHONE:	FAX:
CONTACT:	



Carrier Profile

Company Name _____ Date : _____
 MC# _____ SCAC: _____ TAX ID# _____
 DBA: _____
 PHONE: _____ ALT: _____
 FAX# _____ EMAIL : _____
 PHYSICAL ADDRESS: _____
 REMIT TO ADDRESS: _____
 DO YOU FACTOR? _____ If yes, who? _____ (Please provide NOA)

EQUIPMENT INFORMATION : TOTAL NUMBER OF TRACTORS

FLATBEDS :	20'	25'	40'	45'	48'	53'
Flatbed						
Step Deck						
Step Deck w/ramps						
Double Drop						
Conestoga						
Landoll/Rollback						
RGN						
Stretch Trailer						
TOTAL FLATBEDS						

VANS:	20'	25'	40'	45'	48'	53'
Curtain Van						
Dry						
Dry vented						
Etrac						
Furniture van						
Insulated						
Plate trailer						
Straight Truck						
Walking Floor						
Total Vans:						
Total Reefers :						

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

--	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ _____

Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (unreleased debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



Payments Terms

- Loads will be rejected without invoices, signed rate confirmation and POD.
- Invoices are to be submitted via email to: apbrokerage@5j-group.com
- Detention time/ stringing time that is on an invoice without approval will be rejected. Consignee must sign and print signature with time in/out.

Company Representative Signature

Email:

Title

Date

Payment Terms (check one)

Quick Pay – Cost 4% Paid within 10 business days. All checks cut on Friday at 3 PM.

Net – 30 days



ACH PAYMENT AUTHORIZATION FORM

By signing this form, the Company (as defined below) authorizes 5J Logistic Services LLC. to make payments to the Company via Electronic ACH transfer into the bank account specified below and, if necessary to debit from such account any amounts deposited in error. The company agrees that payments may be made hereunder to satisfy any payment obligation owed to the Company by Logistic Services LLC.

The Company understands and agrees that 5J Logistic Services LLC is not responsible for deposit errors resulting from receipt of incorrect banking information or any charges incurred as a result of receiving an ACH payment. The undersigned signatory of the Company certifies that he or she is authorized to enter into this agreement and that this agreement will remain in full effect until 5J Logistic Services LLC. receives written notification of a change or cancellation.

Company Name _____
Billing Address _____
City, State, Zip _____
Phone _____
Email _____

ACH Details
Account Type: Checking
Savings

Name on Account _____

Bank Name	_____	Bank	_____
		Phone	_____
Bank Account Number	_____	Bank	_____
Bank ACH Routing	_____	Branch	_____
Number	_____		
Bank City	_____		
Bank State, Zip	_____		

Signature _____
Printed Name _____

****PLEASE NOTE:** Please allow New ACH setup or bank account change a 10-day process. Please notify us in a timely manner of any account change **PRIOR** to closing an old bank account**



To:

From: 5J Logistics Services LLC.

5J Logistic Services LLC. appreciates and understands our Carriers. Without your drivers we would not be in business. We know treating carriers fairly will ultimately determine how you respond to our needs for a truck. It's of significant importance that we build a positive business relationship by treating you fairly and, paying for your services in a responsible timely manner.

To be qualified to carry freight for us, your safety must meet certain criteria and, the following documents must be returned and approved.

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- **Certificate of Insurance (Must show a minimum of \$1,000,000 General or Auto Liability coverage and \$100,000 Cargo Coverage.**
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New Vendor Billing Instructions

Please email all invoices to: apbrokerage@5j-group.com

All Invoices must include BOL and, signed Rate Confirmation. Failure to include these items will cause a delay in payment.

Payment terms are: Net. 30 days. Please include a Notice of assignment if you choose to use a factoring company.

5J Transportation Group 713-913-0579 EXT. 1004
Accounts Payable

Billing Address: 5J Logistic Services LLC.
20475 State Hwy 249 Suite 450
Houston, TX 77070

Physical / Mailing Address: 5J Logistic Services LLC.
20475 State Hwy 249 Suite 450
Houston, TX 77070



BROKER / CARRIER AGREEMENT

This agreement is entered into this _____ day of _____, 20__ by and between **5J Logistics Services LLC** (“**BROKER**”), a federally licensed transportation broker operating pursuant to **MC 1196937**, and

_____ (“**CARRIER**”) a federally licensed motor carrier operating pursuant to MC-_____ with offices at _____;

collectively the "**PARTIES**". In consideration of the mutual promises herein contained, and with intent to be legally bound hereby, it is agreed that:

This Agreement shall be governed by Title 49 of the U.S. Code, CFR and federal common law applicable to interstate transportation of goods. **CARRIER**'s tariffs, circulars or service guides shall not apply unless specifically agreed to and incorporated by reference herein. This Agreement is deemed executed in **BROKER**'s home State and County.

1. CARRIER REPRESENTS AND WARRANTS THAT IT:

- A. Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities;
- B. Shall transport the property, under its own operating authority and subject to the terms of this agreement;
- C. Makes the representations herein for the purpose of inducing **BROKER** to enter into this Agreement;
- D. Agrees that a Shipper's insertion of **BROKER**'s name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change **BROKER**'s status as a property broker or **CARRIER**'s status as a motor carrier.
- E. Will not re-broke co-broker, assign or interline or transfer the transportation of shipments hereunder, without prior written consent of **BROKER**. If **CARRIER** breaches this provision, **BROKER** shall have the right of paying the lesser amount of monies it owes **CARRIER** directly to the delivering carrier, in lieu of payment to **CARRIER**. Upon **BROKER**'s payment to delivering carrier, **CARRIER** shall not be released from any liability to **BROKER** under this Agreement. In addition to the indemnity obligation in IH. below, **CARRIER** will be liable for consequential damages for violation of this Paragraph.
- F.
 - (i) Is in, and shall maintain, compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials. (including the licensing and training of drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security relations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; all applicable insurance laws and regulations including but not limited to worker's compensation.
 - (ii) Is solely responsible for any and all management governing discipline, direction and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and state legal and regulatory requirements to ensure the safe operation of **CARRIER**'s vehicles, drivers and facilities. **CARRIER** and **BROKER** agree that safe and legal operation for the **CARRIER** and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, and information from **BROKER** or **BROKER**'s customer with respect to any shipment at any time.
- G. **CARRIER** will notify **BROKER** immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or



any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

- H. (i) CARRIER shall defend, indemnify and hold BROKER and its shipper customer harmless from any claims, actions or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death. CARRIER shall not be liable to BROKER for negligence or intentional acts of BROKER and BROKER shall not be liable to CARRIER for negligence or intentional acts of CARRIER. Neither party shall be liable to the other for negligence or intentional acts of the shipper. The obligation to defend shall include all costs of defense as they accrue.
- (ii) Except for CARRIER's liability under 1.E. herein, unless otherwise agreed in writing, the Parties' indemnity obligations shall be subject to the insurance coverage and monetary insurance limits referred to in Subp. 3. D. In the event of failure of coverage, for any reason, unless otherwise agreed in writing, the indemnity obligation for cargo loss and damage shall not exceed \$100,000 and the indemnity obligation for any other claim shall not exceed \$1,000,000.
- I. Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional".
- J. Authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.
- K. Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.

2. BROKER RESPONSIBILITIES:

- A. SHIPMENTS, BILLING & RATES: BROKER agrees to solicit and obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER, and shall offer CARRIER at least one (1) load/shipment annually. BROKER shall inform CARRIER of (a) place of origin and destination of all shipments; and (b) if applicable, any special shipping instructions or special equipment requirements, or value of shipments in excess of agreed cargo insurance limits specified in 3.D. below, of which BROKER has been timely notified.
- B. BROKER agrees to conduct all billing services to shippers. CARRIER shall invoice BROKER for CARRIER's charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Load Confirmation Sheet(s) or dispatch sheets incorporated herein by this reference. Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax or other electronic means) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference.
- C. RATES: Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by this reference. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by both Parties.
- D. PAYMENT: The Parties agree that BROKER is the sole party responsible for payment of CARRIER's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER's invoice within 30 days of receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement. Under no circumstances may CARRIER seek payment from shipper.
- E. BROKER will notify CARRIER immediately if its federal Operating Authority is revoked, suspended, or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership,



and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

3. CARRIER RESPONSIBILITIES:

- A. EQUIPMENT: Subject to its representations and warranties in Paragraph 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. Seq. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.
- B. BILLS OF LADING: CARRIER shall sign a bill of lading, produced by shipper, in compliance with 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing with BROKER, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment terms, released rates or released value) inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.
- C. LOSS & DAMAGE CLAIMS:
- (i) CARRIER shall comply with 49 C.F.R. §370.1 et seq., and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage and
 - (ii) CARRIER's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C §14706; and
 - (iii) Special Damages: CARRIER's indemnification liability (I.H. herein) for freight loss and damage claims under this Subp. C (iii) shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under sub paragraph (ii) above.
 - (iv) Except as provided in 1.E. above, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.
 - (v) Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 90 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 90 day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.
 - (vi) CARRIER's liability for cargo damage, loss, or theft from any cause for any one shipment, under sub par b) above, shall not exceed.
- D. INSURANCE: CARRIER shall furnish BROKER with Certificate(s) of insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: General liability \$1,000,000; motor vehicle (including hired and non-owned vehicles) \$1,000,000; (\$5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, \$100,000; workers' compensation with limits required by applicable state law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid CARRIER's liability due to any exclusion or deductible in any insurance policy.



- E. ASSIGNMENT OF RIGHTS: CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment from BROKER.
- F. CARRIER assumes full responsibility and liability for payment of the following items: All applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to persons engaged in the performance of its transportation services hereunder. BROKER shall not be liable for any of the payroll-related tax obligations specified above and CARRIER shall indemnify, defend, and hold BROKER harmless from any claim or liability imposed or asserted against BROKER for any such obligations.

4. MISCELLANEOUS:

- A. INDEPENDENT CONTRACTORS: It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor and that no employer/employee relationship exists, or is intended. BROKER has no control of any kind over CARRIER, including but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent with this provision.
- B. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.
- C. WAIVER OF PROVISIONS:
 - (i) Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.
 - (ii) This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.
- D. DISPUTES: In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, the Party's sole recourse (except as provided below) shall be to litigation or arbitration. Proceedings shall be conducted under the rules of the Transportation ADR Council, Inc. (ADR). Arbitration proceedings shall be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the ADR. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. Arbitration proceedings shall be conducted at the office of the ADR nearest Houston, Texas. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of Texas shall be controlling. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.
- E. NO BACK SOLICITATION:
 - (i) Unless otherwise agreed in writing, CARRIER shall not solicit freight shipments (or accept shipments) in any traffic lanes, from any shipper, consignee, or other customer of BROKER during the term of this Agreement, and for a period of 12 months following termination for any reason, when such shipments of shipper customers were first tendered to CARRIER by BROKER.
 - (ii) In the event of breach of this provision, BROKER shall be entitled, for a period of 24 months following delivery of the last shipment transported by CARRIER under this Agreement, to compensation of percent (15%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages (and not as a penalty). Additionally: BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.



F. CONFIDENTIALITY:

- (i) In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping and other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.
- (ii) In the event of violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this
- (iii) Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

G. The limitations of liability of cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America, may be subject to the laws of the country of origination.

H. MODIFICATION OF AGREEMENT: This Agreement may not be amended except by mutual written agreement, or the procedures set forth above (2.B. and 2.C. herein).

I. NOTICES:

- (i) All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax, or by email with electronic receipt.
- (ii) THE PARTIES shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.
- (iii) Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

J. CONTACT TERM: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.

K. SEVERANCE: SURVIVAL: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.

L. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a duplicate original hereof.

M. FAX CONSENT: The Parties to this Agreement are authorized to fax to each other at the numbers shown herein, for otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.

N. FORCE MAJEURE: In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including without limitation, war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such occurrence.

O. ENTIRE AGREEMENT: Except for Exhibit A and its amendments, and unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.



IN WITNESS WHEREOF, we have sided this Agreement the date and year first shown above.

5J Logistics Services LLC (BROKER)

Authorized Signature

Printed Name

Title

Address: 20475 State Hwy 249 Suite 450
 Houston, TX 77070

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

(CARRIER)

Authorized Signature

Printed Name

Title

Address:



4090 N US HWY 79
PALESTINE, TX 75801
903-723-0253 (phone)
903-729-2051 (fax)
Federal ID# 27-1433438

Business References:

COMPANY NAME: Certified Crane and Rigging	
ADDRESS: 5851 San Felipe Ste 7000	
CITY / STATE / ZIP: Houston, TX 77057	
PHONE: 832-572-5441	FAX:
CONTACT: Dennis Giles	

COMPANY NAME: PCN Dedicated Services, Inc	
ADDRESS: 6046 FM 2920 #504	
CITY / STATE / ZIP: Spring, TX 77379	
PHONE: 281-802-2285	FAX:
CONTACT: Phillip Nangle	

COMPANY NAME: Permian Basin Production, LLC	
ADDRESS: 499 Morris Town Rd	
CITY / STATE / ZIP: Victoria, TX 77905	
PHONE: 361-484-0117	FAX:
CONTACT: Andy Rivers	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: USI Southwest Dallas/Truck... CONTACT NAME: USI Southwest Dallas/Truck... INSURER(S) AFFORDING COVERAGE: INSURER A: Zurich American Insurance Company...

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

FOR BID PURPOSES SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



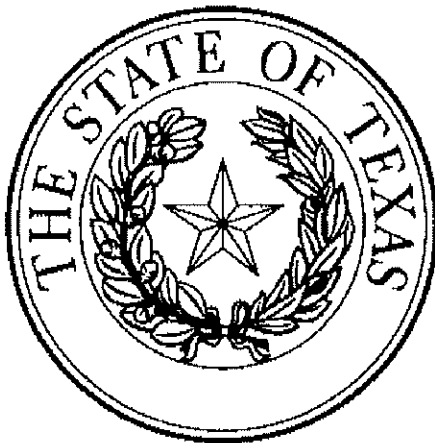
Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for 5J Logistics Services LLC (file number 803892012), a Domestic Limited Liability Company (LLC), was filed in this office on January 11, 2021.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on November 12, 2021.



A handwritten signature in black ink, appearing to read "John B. Scott".

John B. Scott
Secretary of State

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



John B. Scott
Secretary of State

Office of the Secretary of State

November 12, 2021

Attn: SMG Industries Inc.

SMG Industries Inc.
710 N. Post Oak Road
Houston, TX 77024 USA

RE: 5J Logistics Services LLC
File Number: 803892012

It has been our pleasure to file the Certificate of Amendment for the referenced entity. Enclosed is the certificate evidencing filing. Payment of the filing fee is acknowledged by this letter.

If we may be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

Come visit us on the internet at <https://www.sos.texas.gov/>

Phone: (512) 463-5555
Prepared by: Kasey Gunderson

Fax: (512) 463-5709
TID: 10323

Dial: 7-1-1 for Relay Services
Document: 1092818570003

Form 424

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



**Certificate
of Amendment**

Filed in the Office of the
Secretary of State of Texas
Filing #: 803892012 11/09/2021
Document #: 1092818570003
Image Generated Electronically
for Web Filing

Filing Fee: See instructions

Entity Information

The filing entity is a: **Domestic Limited Liability Company (LLC)**

The name of the filing entity is: **5J Brokerage LLC**

The file number issued to the filing entity by the secretary of state is: **803892012**

Amendment to Name

The amendment changes the formation document of the filing entity to change the article or provision that names the entity. The article or provision is amended to read as follows:

The name of the filing entity is:

5J Logistics Services LLC

A letter of consent, if applicable, is attached.

Statement of Approval

The amendment has been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and declares under penalty of perjury that the undersigned is authorized under the Texas Business Organizations Code to execute the filing instrument.

Date: **November 9, 2021**

Allen R. Parrott

Signature of authorized person

FILING OFFICE COPY



Office of the Secretary of State

**CERTIFICATE OF FILING
OF**

5J Logistics Services LLC
803892012

[formerly: 5J Brokerage LLC]

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 11/09/2021

Effective: 11/09/2021



A handwritten signature in black ink, appearing to read "John B. Scott".

John B. Scott
Secretary of State

Come visit us on the internet at <https://www.sos.texas.gov/>



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
March 12, 2021

LICENSE
MC-1196937-B
U.S. DOT No. 3562388
5J BROKERAGE LLC
HOUSTON, TX

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods) by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 386). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in black ink, appearing to read "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your Income tax return). Name is required on this line; do not leave this line blank. 5J Logistics Services LLC	
	2 Business name/disregarded entity name, if different from above 5J Transportation	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 20475 State Hwy 249 Suite 450	Requester's name and address (optional)
	6 City, state, and ZIP code Houston, TX 77070	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	6	-	1	6	9	4	0	6	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>12/15/21</u>
------------------	----------------------------	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

USDOT Number: 3562388

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation
Federal Motor Carrier Safety Administration

Trust Fund Agreement Account Number: 01196937

**Broker's or Freight Forwarder's Trust Fund Agreement under 49 U.S.C. 13906
or Notice of Cancellation of the Agreement**

FORM BMC-85

KNOW ALL MEN BY THESE PRESENTS, that we, 5J Logistics Services LLC DBA: 5J Transportation
(Name of Broker or Freight Forwarder)

of 20475 State Hwy 249 Suite 450 Houston, TX 77070,
(Street) (City) (State) (Zip)

as TRUSTOR (hereinafter called Trustor), and Pacific Financial Association, Inc.
(Name of Trustee)

a financial institution created and existing under the laws of the State of California as TRUSTEE (hereinafter called Trustee)
(State)

hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Trustor is or intends to become either a Broker or a Freight Forwarder pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA) relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a Trust Fund Agreement as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefor, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as either a licensed Broker or a licensed Freight Forwarder of Transportation by motor vehicle with 49 U.S.C 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:

1. Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
2. Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
3. The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
4. Trustee acknowledges the receipt of the sum of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, to be held in trust under the terms and conditions set forth herein.
5. Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
6. Trustee shall pay, up to a limit of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trust or while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.
7. In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders, Trustor shall, within thirty (30) days, replenish the trust fund up to Seventy Five Thousand

Dollars (\$75,000) Brokers or Freight Forwarders by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders.

- 8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.
- 9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.
- 10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.
- 11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.
- 12. This agreement shall be governed by the laws in the State of Arizona, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective day 12 of March, 2021, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on day 9 of March, 2021.

PRINCIPAL

SJ Brokerage LLC

COMPANY NAME

20475 State Hwy 249 Suite 450

STREET ADDRESS, CITY

TX, 77070, 713-821-3153

STATE, ZIP

PHONE

Matthew Flemming

(type or print Principal officer's name)



(Principal officer's signature)

Jeffrey Martini

(type or print Witness' name)



(Witness' signature)

TRUSTEE

Pacific Financial Association, Inc.

COMPANY NAME

12707 High Bluff Dr. Ste. 200, San Diego

STREET ADDRESS,

CITY

CA, 92130, 800-595-2615

STATE

ZIP

PHONE

Daniel J. Larson, CEO

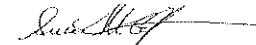
(type or print Principal officer's name and title)



(Principal officer's signature)

Susan M. Griffin

(type or print Witness' name)



(Witness' signature)

NOTICE OF CANCELLATION

This is to advise that the above Trust Fund Agreement executed on the _____ day of _____, _____ is hereby cancelled as security in compliance with the FMCSA security requirements under 49 U.S.C. 13906(b) and 49 CFR 387.307, effective as of the _____ day of _____, _____, 12:01 a.m., standard time at the address of the trustor, provided such date is not less than thirty (30) days after the actual receipt of this notice by the FMCSA.

Date Signed

Signature of Authorized Representative
of Trustee or Trustor

Only financial institutions as defined under 49 CFR 387.307(c) may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them.



Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

Docket Number: MC- 1196937 FF- _____ Date: 12/15/21

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0015. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, 1200 New Jersey Avenue, SE, Washington, D.C. 20590.

Una agencia federal no puede conducir ó auspiciar, y una persona no está sujeta a responder ni será sujeta a penalidades por fallar en cumplir con una recolección de información sujeta a los requerimientos del Acto de Reducción de Papeleo, a menos que la recolección de información muestre un Número de Control OMB válido. El Número de Control OMB para esta recolección de información es 2126-0015. El reporte público para esta recolección de información es estimado en aproximadamente 10 minutos por respuesta, incluyendo el tiempo para revisar las instrucciones, obtener los datos necesarios y completar y revisar la recolección de información. Todas las respuestas a esta recolección de información son mandatorias. Enviar los comentarios respecto a esta carga estimada ó cualquier otro aspecto de esta recolección de información, incluyendo sugerencias para reducir esta carga a: Oficial de Clarificación de Recolección de Información, Administración Federal de Seguridad del Autotransporte, MR-RRA, 1200 New Jersey Avenue, SE, Washington, D.C. 20590.



Designation of Agents for Service of Process / Designación de Agentes del Servicio de Proceso

FORM BOC-3

FULL AND CORRECT NAME OF CARRIER, BROKER, OR FREIGHT FORWARDER:
Nombre Completo y Correcto del Transportista, Agente, o el Destinatario del Flete:

5J LOGISTICS SERVICES LLC DBA- 5J TRANSPORTATION

ADDRESS OF CARRIER, BROKER, OR FREIGHT FORWARDER:
Dirección del Transportista, Agente, o el Destinatario del Flete:

20475 STATE HWY 249 SUITE 450	HOUSTON	TX	77070		
<i>STREET ADDRESS</i> <i>Dirección</i>	<i>CITY</i> <i>Ciudad</i>	<i>STATE/PROVINCE</i> <i>Estado/Provincia</i>	<i>ZIP CODE + 4</i> <i>Código Postal + 4</i>	<i>COLONIA (Mexico only)</i> <i>Colonia (sólo México)</i>	<i>FOREIGN COUNTRY</i> <i>País Extranjero</i>

PERSON AUTHORIZED TO SIGN FORM:
Persona Autorizada Para Firmar el Formulario:

TITLE OF AUTHORIZED PERSON
Título de la Persona Autorizada

NAME OF AUTHORIZED PERSON (please print)
Nombre de la Persona Autorizada (por favor imprima)

SIGNATURE OF AUTHORIZED PERSON
Firma de la Persona Autorizada

TELEPHONE NUMBER
Número Telefónico

INSTRUCTIONS: Regulations governing the designation of persons upon whom process may be served are prescribed at 49 CFR 366, as amended. An agent must be designated for each state in or through which the carrier, broker, or freight forwarder operates; each person, association or corporation designated must reside in the state for which designated; a carrier, broker or freight forwarder may designate himself/herself for the state in which he/she resides; and state officials may be designated only if such official's agreement to so act is furnished with this designation. Note: a post office box is NOT ACCEPTABLE as an agent's address. FILE THE ORIGINAL signed copy with the FMCSA, 1200 New Jersey Ave., S.E. (W63-105) Washington, DC 20590. One signed copy should be filed with each state in or through which the operation is conducted; and one copy should be retained by the carrier, broker, or freight forwarder. CHANGES in designation may be made only by filing with the FMCSA, a new form BOC-3. Copies of new designations need to be sent only to those states affected by the change or new filing. Either INDIVIDUAL or BLANKET designations may be made.

INSTRUCCIONES: Las regulaciones gobernantes para la designación de personas a quienes el proceso puede ser servido son prescritas en el 49 CFR 366, como se a enmendado. Un agente tiene que ser designado a través de cada estado que el autotransportista, agente o el destinatario del flete que opera; cada persona, asociación o corporación designada debe vivir en el estado que se le a designado. Un autotransportista, agente o el destinatario del flete, puede designarse así mismo por el estado en cual vive; y los oficiales del estado pueden ser designados solamente de acuerdo oficial en el que se facilita de acuerdo al acto de esta designación. Nota: un apartado postal NO ES ACEPTABLE como la dirección de un agente. ARCHIVE LA COPIA ORIGINAL firmada con el FMCSA, 1200 New Jersey Ave. (W63-105) Washington, D.C. 20590. Una copia firmada tiene que ser archivada por cada estado a través de cada operación conducida; y una copia tiene que guardarla el auto transportista, agente o el destinatario del flete. LOS CAMBIOS de cada designación pueden hacerse solamente reportándose con el FMCSA, y una nueva forma BOC-3. Las copias de las nuevas designaciones necesitan ser mandadas solamente a los estados afectados o el nuevo reporte que se ha hecho. Cualquiera de las dos designaciones pueden hacerse ya sea INDIVIDUAL O AMPLIADA.

(continued on next page)

INDIVIDUAL DESIGNATIONS: Pursuant to Sections 13303(a) and 13304(a) of the ICC Termination Act of 1995, the carrier, broker, or freight forwarder named above hereby designates the following named individuals upon whom service of notices by the Secretary or service of process issued by any court in any action against the carrier, broker, or freight forwarder may be served in the state named. Show agent's name, address (P.O. Box NOT acceptable), city, and zip code for each state in which operations can be conducted.

DESIGNACIONES INDIVIDUALES: Propósito de las Secciones 13303(a) y 13303(a) del Acta de Terminación del ICC del 1995, el nombre del auto transportista, agente o el destinatario del flete que arriba fue mencionado asignara a los siguientes nombres de las personas en quien el servicio de avisar por la Secretaría o servicio de proceso emitido por cualquier corte dentro de cualquier acción en contra del auto transportista, agente o el destinatario del flete puede ser servido dentro del nombre del estado. Muestre nombre del agente, dirección (P.O. Box NO ES aceptable), ciudad, y código postal por cada estado en que las operaciones pueden ser conducidas.

ALABAMA	BETH WEBER MELVIN	2015 3RD AVENUE NORTH	BIRMINGHAM	35203
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
ALASKA	ATTORNEYS PROCESS SERVICE INC.	545 E NORTHERN LIGHTS SUITE F	ANCHORAGE	99503
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
ARIZONA	GARY T DOYLE	2929 N 44TH ST SUITE 120	PHOENIX	85018
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
ARKANSAS	MTSI	123 E 3RD ST	STUTT GART	72160
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
CALIFORNIA	PETER S DOODY	401 WEST A STREET SUITE 2600	SAN DIEGO	92101
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
COLORADO	CHARLES KIMBALL	5400 WARD RD, BLDG III STE 150	ARVADA	80002
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
CONNECTICUT	CONNECTICUT PROCESS SERVING LLC	67 BURNSIDE AVENUE	EAST HARTFORD	06108
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
DELAWARE	NICHOLAS M. KRAYER, ESQ.	750 SHIPYARD DRIVE, SUITE 400	WILMINGTON	19801
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
DISTRICT OF COLUMBIA	KIRSTEIN & YOUNG, PLLC	1750 K ST. NW	WASHINGTON	20006
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
FLORIDA	WILLIAM CICONI	10811 MAJURO DRIVE	JACKSONVILLE	32246
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
GEORGIA	JAYNE E RAUSER	2000 RIVEREDGE PKWY STE 885	ATLANTA	30328
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
HAWAII				
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
IDAHO	SASSER & INGLIS, P.C.	1902 W. JUDITH LANE STE. 100	BOISE	83706
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
ILLINOIS	SULLIVAN HINCKS & CONWAY	120 W. 22ND STREET, SUITE 100	OAK BROOK	60523
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
INDIANA	STEVEN D. GROTH	111 MONUMENT CIRCLE SUITE 2700	INDIANAPOLIS	46204
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
IOWA	TIMOTHY L. LAPOINTE	23 THIRD STREET NW	MASON CITY	50402
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
KANSAS	W. ROBERT ALDERSON	2101 SW 21ST STREET	TOPEKA	66604
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>

(continued on next page)

KENTUCKY	SHACKELFORD RECON SERVICES, LLC	1918 MOSSWOOD DR.	BOWLING GREEN	42104
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
LOUISIANA	W. CHAD STELLY	650 POYDRAS ST., STE. 2017	NEW ORLEANS	70130
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
MAINE	THOMPSON & BOWIE LLP	3 CANAL PLAZA	PORTLAND	04112
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
MARYLAND	CREAGER & NEWHOUSE P.A.	82 W. WASHINGTON ST.	HAGERSTOWN	21740
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
MASSACHUSETTS	JAMES M. BURNS	935 MAIN ST., STE 304	SPRINGFIELD	01103
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
MICHIGAN	MICHAEL J LEAVITT	22375 HAGGERTY ROAD	NOVI	48375
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
MINNESOTA	BRIAN A. WOOD	150 SOUTH 5TH STREET, SUITE 1700	MINNEAPOLIS	55402
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
MISSISSIPPI	FRED W JOHNSON, JR	350 ARBOR DR STE D	RIDGELAND	39157
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
MISSOURI	TRANSPORTATION AUTHORITY LLC	511 MAIN ST	GOLDEN CITY	64748
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
MONTANA	BRIAN J SMITH	199 WEST PINE	MISSOULA	59802
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
NEBRASKA	STEPHEN L. AHL	1248 O STREET, STE 800	LINCOLN	68508
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
NEVADA	LAW OFFICES OF PAUL F. HAMILTON, LLC	577 CALIFORNIA AVE	RENO	89509
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
NEW HAMPSHIRE	ULRICH LITIGATION SUPPORT	37 WEBBER STREET	HUDSON	03051
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
NEW JERSEY	JERRY A CASSER, ESQ	75 LANE ROAD, SUITE 402	FAIRFIELD	07004
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
NEW MEXICO	MICHAEL TINKER	7618 SANTIAGO RD SW	ALBUQUERQUE	87105
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
NEW YORK	BARRY N. GUTTERMAN & ASSOCIATES, P.C.	26 HILLSIDE AVENUE	GOLDENS BRIDGE	10526
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
NORTH CAROLINA	DAVID M. DUKE	3101 GLENWOOD AVE., SUITE 200	RALEIGH	27622
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
NORTH DAKOTA	JOHN T. MCDONALD	220 N. 4TH ST.	BISMARCK	58501
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
OHIO	TRACY A SEWELL	2142 DRUMLIN DR	GROVE CITY	43123
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
OKLAHOMA	STUART D. CAMPBELL, PARTNER DOERNER, SAUNDERS, DANIEL & ANDERSON LLP	TWO W. 2ND STREET SUITE 700	TULSA	74103
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>

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OREGON	LARRY R. DAVIDSON	1 SW COLUMBIA ST #1850	PORTLAND	97258
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
PENNSYLVANIA	MARLENE STEIN	1114 MCCLEARY ST	MCKEESPORT	15132
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
RHODE ISLAND	CAIRES CONSTABLE SERVICES	118 ABBOTTS CROSSING RD.	COVENTRY	02816
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
SOUTH CAROLINA	ROBERT D. MOSELEY JR.	4324 WADE HAMPTON BLVD STE B	TAYLORS	29687
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
SOUTH DAKOTA	ARVID J. SWANSON, PC.	27452 482ND AVENUE	CANTON	57013
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
TENNESSEE	MITCHELL & ASSOCIATES	4813 N. BROADWAY	KNOXVILLE	37918
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
TEXAS	DIANA FONSECA	2591 DALLAS PKWY SUITE 300	FRISCO	75034
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
UTAH	JEFFREY C. MINER	136 SOUTH MAIN ST. SUITE 800	SALT LAKE CITY	84101
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
VERMONT	MONTE & MONTE, P.C.	61 SUMMER ST	BARRE	05641
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
VIRGINIA	ANTHONY H. MONILOUDIS, ESQ	126 SOUTH MARKET STREET	DANVILLE	24541
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
WASHINGTON	KEITH R. BALDWIN	4050 SW ADMIRAL WAY, SUITE A	SEATTLE	98116
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
WEST VIRGINIA	PRESIDENTIAL INVESTIGATIONS & BAIL BONDING LLC	1800 WEST KING STREET	MARTINSBURG	25401
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
WISCONSIN	ATTOE- WATSON & COMPANY., INC.	579 D'ONOFRIO DR STE 203	MADISON	53719
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>
WYOMING	SALLY ADAMS-REINHART	111 SO. JEFFERSON, STE. 150	CASPER	82601
	NAME OF AGENT <i>Nombre del Agente</i>	STREET ADDRESS <i>Dirección</i>	CITY <i>Ciudad</i>	ZIP CODE + 4 <i>Código Postal + 4</i>

BLANKET DESIGNATION: If you have made arrangements with an association or corporation to use the blanket designations on file with the FMCSA, insert the association or corporation name here:

DESIGNACIONES AMPLIAS: Si usted ha hecho arreglos con una asociación o corporación para usar las designaciones ampliadas en el archivo con el FMCSA, incluya el nombre de la asociación o corporación aquí:

TRANSPORTATION AUTHORITY LLC 511 MAIN ST GOLDEN CITY MO 64748 888-820-3030

Pursuant to Sections 13303(a) and 13304(a) of 49 U.S.C., the carrier, broker or freight forwarder named on the reverse hereby designates those persons named in the list of process agents on file with the FMCSA by and any subsequently filed revisions thereof, for the states in which the carrier, broker, or freight forwarder is or may be authorized to operate, including states traversed in the course of such operations, except those states for which individual designations are made.

Propósito de las secciones 13303(a) y 13304(a) de 49 U.S.C., el auto transportista, agente o el nombre del destinatario del flete en el reverso por este medio designa los nombres de personas en la lista de proceso de agentes en archivo posteriormente lo mismo por el estado en el cual el auto transportista, agente, o destinatario del flete es o puede ser autorizado para operar, incluyendo estados atravesados en el curso de tal operación, excepto esos estados por los cuales las designaciones del individuo son hechas.